Prepared by and Return To: **0622223MS**

Nationwide Trustee Services, Inc. 1587 Northeast Expressway Atlanta, GA 30329 770-234-9181

INDEXING INSTRUCTIONS: Lot 3 of the Gartrell Tract, located in the Southwest Quarter of Section 1, Township 2 South, Range 9 West, DeSoto County, Mississippi

SUBSTITUTION OF TRUSTEE

WHEREAS, on July 12, 2005, Plez Thornton Jr and Kelvin Thornton, executed a Deed of Trust to Carlton W. Orange, Esq., Trustee for the use and benefit of Central Pacific Mortgage which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Record Book 2274, Page 498 thereof; describing the following property:

Land situated in DeSoto County, Mississippi:

Lot 3 of the Gartrell Tract, unrecorded, located in the Southwest Quarter of Section 1, Township 2 South, Range 9 West; DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at the Southwest corner of Section 1, Township 2 South, Range 9 West; thence North 88 degrees 02 minutes East along Church Road a distance of 1426.82 feet to the point of beginning of the following Lot 3; thence North 2 degrees 23 minutes West along the East line of Lot 4 a distance of 1374.0 feet to a point, said point being the Northeast corner of said Lot 4; thence North 88 degrees 02 minutes East a distance of 330.0 feet to a point, said point being the Northwest corner of Lot 2; thence South 2 degrees 23 minutes East along the West line of said Lot 2 a distance of 1374.0 feet to a point in Church Road; thence South 88 degrees 02 minutes West along said road a distance of 330.0 feet to the point of beginning, containing 10.41 acres, less and except 0.40 acres for right of way of Church Road, leaving 10.01 net acres, more or less. All bearings are magnetic.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; and

WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said

foreclosed property to the Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation Trust 2006-NC1, Mortgage Pass-Through Certificates, Series 2006-NC1, its successors and assigns The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute Nationwide Trustee Services, Inc., as Trustee in said Deed of Trust, the said Nationwide Trustee Services, Inc., to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

*JPMorgan Chase Bank, N.A. as Attorney-in-Fact for

IN WITNESS WHEREOF, the ur	ndersigned has caused these presents to be signed on this the, 2009.
*IPMorgan Chase Bank, N.A. as Attorney-in-Fact for	DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, FOR HSI ASSET SECURITIZATION CORPORATION TRUST 2006-NC1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC1 By: Beth Cottrell
	ItsAssistant Secretary
STATE OF Ohio COUNTY OF Franklin	POWER OF ATTORNEY ATTACHED AS EXHIBIT
certify thatBeth Cottrell	, a Notary Public in and for said State and County hereby who is Assistant Secretary, respectively of Attorney in Fact for Deutsche Bank National Trust
	sset Securitization Corporation Trust 2006-NC1,
Mortgage Pass-Through Certific	ates, Series 2006-NC1, a corporation signed the foregoing
conveyance with full authority, exe	cuted the same voluntarily for and as the act of
said corporation, acting in its capac	ity as attorney in fact on this day.
GIVEN UNDER my	hand and official seal, this the

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When Recorded Mail To:

Chase Home Finance LLC REO Dept-Inv 642 10790 Rancho Bernardo Road San Diego, CA 92127

Exhibit A

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association as Trustee organized and existing under the laws of the United States, having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee pursuant to that HS! Asset Securitization Corporation Trust 2008-NC1 Mortgage Pass-Through Certificates, Series 2005-NC1 Pooling and Servicing Agreement deted as of February 1, 2006 (the "Agreement") by and among HSI Asset Securitization Corporation, as depositor NC Capital Corporation, as Mortgage Loan Seller, JPMorgan Chase Bank, National Association, (the "Servicer"), and Wells Fargo Bank, N.A. as Master Servicer and Securities Administrator and Deutsche Bank National Trust Company, Trustee and Custodian hereby, constitutes and appoints the servicer, by and through the Servicer's officars, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgages or beneficiary or has become mortgages by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which JPMorgan Chase Bank, National Association is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance wee issued; provided that (I) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (II) otherwise conforms to the provisions of the Agreement.
- 2. The subordination of the illen of a Morigage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real
 estate owned, or conveyance of title to real estate owned.
- 4. The completion of loan assumption agreements.
- The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

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- iive substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;
- the preparation and filing of notices of default and/or notices of sale:
- the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of deed in fleu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
- 9. With respect to the sais of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
 - a. listing agreements:
 - b. purchase and sale agreements;
 - grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - any and all documents necessary to effect the transfer of property.
- The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of April 10, 2009.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shell (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any sult, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Servicer receives any notice of sult, litigation or proceeding in the name of Deutsche Bank National Trust Company then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgagea, Deede of Trust or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to Indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee or the servicer under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

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IN WITNESS WHEREOF, Dautsche Bank National Trust Company as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and archorized archive archi

Deutsche Bank National Trust Company, as Trustee, for HSI Asset Securitization Corporation Trust 2006-NC1, Mortgage Pase-Through Certificates, Series 2008-NC1

By:
Name:
Name:
Richard Vieta
Witness:
Name:
Gisselle Picard

Acknowledged and Agreed
Chase Home Finance, LLC. Subservicer for JPMorgan Chase Bank, National Association, Servicer,

By:______Name: Title:

STATE OF CALIFORNIA COUNTY OF Orenge

On April 10, 2009, before me, Rose Mendez, a Notary Public in and for said state, personally appeared Alex Pasz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted and executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paregraph is true and correct.

WITNESS my hand and official seal. (SEAL)

ROSA MENDEZ
Commission # 1828953
Notary Public - California
Oranga County
My Comm. Expires Dec 15, 2012

Notary Public, State of California